



Dave Lambertson
Interim Director

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COUNTY OF LOS ANGELES
Internal Services Department
1100 North Eastern Avenue
Los Angeles, California 90063



Enriching Lives

February 26, 2004

Agenda Date: March 9, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST FOR APPROVAL AND AWARD OF DISASTER RECOVERY SERVICES
CONTRACT TO SUNGARD RECOVERY SERVICES, LP
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)**

CIO RECOMMENDATION: APPROVE(X) APPROVE WITH MODIFICATION() DISAPPROVE()

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director to sign a contract substantially similar to the attached contract with Sungard Recovery Services, LP for disaster recovery services for a term of three (3) years with two (2) one-year renewal options, for an estimated first year cost of \$180,000.
2. Authorize the Interim Director of the Internal Services Department (ISD) or his designee to exercise each of the two one-year extension options at the end of the three-year term and month-to-month extensions not to exceed, in aggregate, six (6) months.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide continuing access to Disaster Recovery Services for ISD's IBM computer systems housed at the Downey Data Center in the event that the Data Center is not accessible and/or the IBM computer system is inoperable due to a disaster. The IBM systems support mission is critical to applications for ISD, Sheriff, Courts, Assessor and others. The County would suffer irreparable harm if the IBM Data Center was rendered inoperable due to a disaster. The proposed contract would allow ISD to meet its obligation by providing alternate-site data processing facilities at SunGard locations for IBM operations. SunGard will maintain the necessary hardware and software configuration in a ready state to resume conduct of business within 24 hours of the County's declaration of a disaster. These services are currently provided under a contract that expires March 31, 2004.

Implementation Of Strategic Plan Goals

This recommended action supports the County's Strategic Plan Goal No. 3 of Organizational Effectiveness by providing the ability to restore computing services to County departments and clients if a loss of computing ability occurs.

FISCAL IMPACT/FINANCING

The recommended contract establishes a fixed annual subscription fee of \$180,000 to maintain a computer configuration that meets ISD's minimum requirements to run the IBM applications. In the event ISD must utilize the services, the County will be charged for a hot and local recovery site declaration fee as well as daily usage fees. Actual costs incurred will vary depending on the length of time recovery facilities are needed. There are sufficient funds appropriated within the ISD 2003/04 fiscal year budget for the annual subscription fee. ISD costs for the annual subscription fee will be recovered through billings to each County department that utilizes the IBM Data Center. Departments are responsible for ensuring they have adequate funding for their individual usage. The contract contains a Cost of Living Adjustment (COLA) provision consistent with the County's policy on COLAs, which will be invoked only if the County elects to exercise the subsequent option years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the contract have been approved as to form by County Counsel. The recommended contractor has agreed to consider qualified GAIN/GROW participants for employment openings and to comply with the County's Jury Duty Ordinance, the Safely Surrender Baby Law and the County's Child Support Compliance Program. The Child Support Services Department has confirmed that the recommended firms have complied with the requirement to file a Principal Owner Information Form with its office. This is not a Proposition A Contract; therefore, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contract. It has been determined that the services under this Agreement do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program", because of the specialized knowledge and training required to perform the work. The contractors will not be asked to perform services, which will exceed the scope of work and contract dates.

CONTRACTING PROCESS

A Request for Proposals (RFP) was released on January 8, 2004 and posted on the Los Angeles County website. A notice of availability was provided to the 42 vendors shown on Attachment 1. The RFP was posted on the County's website, (the printed notice shown in Attachment 2). RFPs were also available at ISD's procurement office.

One (1) proposal, from SunGard Recovery Services, LP, was received and reviewed for compliance with the minimum requirement criteria stated in the RFP. An Evaluation Committee comprised of staff from ISD and the Chief Information Office evaluated the response in accordance with criteria set forth in the RFP. The Evaluation Committee met and determined a score for the proposal. The Community Business Enterprise participation information for the recommended contractor is shown in Attachment 3. However, the recommended contractor was selected without regard to gender, race, creed, color or national origin.

ISD and Sungard have been in extensive contract negotiations and Sungard has leveraged their status as the sole respondent to the RFP. As a result, there are provisions in the contract that put a cap on direct damages and eliminate Sungard's liability for consequential damages. The Chief Administrative Office Risk Management Office has approved the proposed contract language.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended contract will provide the availability of Disaster Recovery Services for ISD's IBM systems in the event of a disaster. Some of the applications being supported by the IBM systems are the Sheriff's countywide warrant system, the Courts expanded traffic records system, Assessor's property database, the Treasurer and Tax Collector (TTC) secured tax roll system (STR) and DHS's hospital material management system.

CONCLUSION

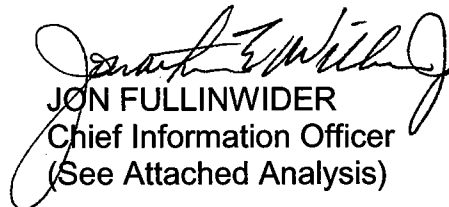
The Executive Office, Board of Supervisors, is requested to return one stamped copy of the approved Board letter to the Interim Director, ISD.

Respectfully submitted,



Dave Lambertson
Interim Director

Reviewed by:



JON FULLINWIDER
Chief Information Officer
(See Attached Analysis)

DL:KH:kh
Attachments (3)
c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel

VENDOR MAILING LIST

COMPANY	CONTACT	ADDRESS	CITY/STATE/ZIP	PHONE	FAX
Archive Management Inc.	Office Manager	6455 Box Springs Blvd.	Riverside, CA 92507	909/656-2238	909/656-2520
AT&T Data & IP Services	Office Manager	900 Rte 202/206 N, Rm 3A205C	Bedminster, NJ 07921	908/234-4139	908/234-3752
AT&T GIS Business Recovery Group	Office Manager	1611 S. Main St., SDC-3	Dayton, OH 45479	800/252-1037	513/449-2599
AT&T Government Markets	Office Manager	1141 Lake Cook Rd., Ste D	Deerfield, IL 60015	847/405-5563	847/405-0356
Backup Recovery Services, Inc.	Dennis Friedl	1620 W. Gage Blvd.	Topeka, KS 66618	913/232-0368	913/233-6862
Baymountain, Inc.	Office Manager	501 E. Franklin St., #700	Richmond, VA 23219	804/644-5709	
Computer Alternative Processing Sites Inc	Office Manager	#1 Enterprise Dr.	Shelton, CT 06484	203/925-3900	203/944-9008
Computer Engineering Associates, Inc.	Phil Johnson	8227 Cloverleaf Dr., Ste. 308	Millerville, MD 21108	410/987-7003	410/987-6710
Computer Guidance Corp.	Mike Martinez	15035 N. 75th. St.	Scottsdale, AZ 85260	888/361-4557	
Computer Solutions, Inc.	John Painter	397 Park Ave.	Orange, NJ 07050	201/672-6000	701/672-8069
Datashield, Inc.	Lynn Kaishian	6646 Fairview Ave.	Milwaukee, WI 53213	414/421-7710	414/421-9914
Digital Equip. Corp. Bus. Recovery Svs.	Karen Kopke	2 Results Way MR02-3/D6	Marlboro, MA 01752	800/468-7483	
DPS Management Consultants	Office Manager	2320 Gravel Dr.	Fort Worth, TX 76116-6950	817/232-9400	817/232-4888
DRC Incorporated	Office Manager	5740 Executive Dr., Ste. 111	Baltimore, MD 21228	410/747-3800	410/747-8388
DSG	Office Manager	7 Inverness Dr., East	Englewood, CO 80112	303/256-4971	
EDS Newtrend Disaster Recovery Svs.	Roger C. Fray	1951 S. Orange Blossom Trail	Apopka, FL 32703	407/880-9050	407/880-2917
EMC, Disaster Recovery Services	Office Manager	176 South St.	Hopkinton, MA 01748	508/435-1000	
Financial Diversified Services	Office Manager	PO Box 909	Anoka, MN 55303	763/755-9100	763/755-9100
FirstMerit Corp.	Office Manager	6625 W. Snowville Rd.	Brecksville, OH 44141-3209	440/383-4044	440/838-4037
Hannah Watrous Continuity Strategies	Office Manager	705 N. Mountain Rd., Ste. D110	Newington, CT 06111	860/953-1390	860/953-2406
Hollywood Vaults Inc.	Office Manager	742 Seward St.	Hollywood, CA 90038	323/461-6464	323/461-6479
IBM Business Comm. & Recovery Svs.	Office Manager	300 Long Meadow Rd.	Sterling Forest, NY 10979	914/759-4900	914/759-4690
IBM Business Comm. & Recovery Svs.	Gary Herron	PO Box 2764	Seal Beach, CA 90740	562/594-6431	
Implementation & Consulting Svs., Inc.	Office Manager	4661 West Chester Pike	Newtown Square, PA 19073	610/355-7750	610/355-7758
Mail-Gard	Office Manager	1044 Pulinski Rd.	Ivyland, PA 18974	215/957-1007	215/957-2466
MDY Advanced Technologies, Inc.	Roy Strutin	21-00 Route 208 South	Fair Lawn, NJ 07410	201/797-6679	201/797-6852
Mid-Con Data Services, Inc.	Office Manager	3601 S. Broadway, Ste. 1000	Edmond, OK 73013	405/478-1234	405/478-4442
MPA Systems, Inc.	Office Manager	PO Box 838 1200 N. Stemmons	Sanger, TX 76266	888/233-1584	940/458-2600

VENDOR MAILING LIST

COMPANY	CONTACT	ADDRESS	CITY/STATE/ZIP	PHONE	FAX
NCR Business Continuity Solutions	Office Manager	1811 S. Main St., SDC-2	Dayton, OH 45479	937/445-2829	937/445-5983
Pitney Bowes Business Recovery Svs.	Office Manager	23 Barry Pl.	Stamford, CT 06926-0700	203/326-6035	203/326-6186
Rapid Recovery Networks, Inc.	Office Manager	868 Corcoran Ct.	Benicia, CA 94510	877/776-9898	877/776-9898
Recovery Resources	John Charles Roth	P.O. Box 2646	Orlando, FL 32802-2646	407/851-7657	407/850-9537
Simon Systems, Inc.	Office Manager	323 Lake Hazetline Dr.	Chaska, MN 55318	612/448-9922	612/448-9993
Subterranean Data Storage	Office Manager	2033 3rd Ave. N	Lewiston, ID 83501	208/746-2188	208/743-2799
SunGard Availability Services	Stephen C. Piggott	6675 S. Kenton St., Ste. 106	Englewood, CO 80111	303/768-7887	
SunGard Recovery Services Inc.	Office Manager	1285 Drummers Ln.	Wayne, PA 19087	610/341-8700	640/341-0752
SunGard Recovery Services Inc.	John Mathews	7755 Center Ave., #1200	Huntington Beach, CA 92647	714/889-8936	
Titan - World Class Safe Site	Office Manager	4949 Randolph Rd. NE	Moses Lake, WA 98837	509/762-1332	509/762-1306
United Recovery Services Co.	Office Manager	100 Dobbs Ln., Ste. 110	Cherry Hill, NJ 08034	856/427-5700	856/354-8855
Vanguard Vaults	Office Manager	9750 Kent St.	Elk Grove, CA 95624		
Vault Management Inc.	Office Manager	1805 W. Detroit St.	Broken Arrow, OK 74012	918/258-7781	918/258-7785
Wang Recovery Services	Office Manager	300 Concord Rd., M/S C27-111	Billerica, MA 01821	978/671-0830	978/671-0839

Bid Information

Bid Number: 103440RFL
Bid Title: IBM Data Center Disaster Recovery Services
Bid Type: Service
Department: Internal Services Department
Commodity: EMERGENCY BACK-UP SERVICES AND FACILITIES FOR DATA PROCESSING
Open Date: 1/8/2004
Closing Date: 1/29/2004 12:00 PM
Bid Amount: \$200,000
Bid Download: [Available](#)
Bid Description: Brief Description: THIS IS A REVISED SOLICITATION THAT REPLACES THE INVITATION FOR BIDS NUMBER 103371RFL RELEASED November 30, 2003 UNDER THE SAME TITLE AND CANCELLED January 5, 2004.

The County of Los Angeles Internal Services Department is issuing this Request for Proposals to solicit proposals for a contract with an organization that can provide alternate site disaster recovery services for the Internal Service Department's IBM Data Center.

Disaster recovery services required by the County include the following, however interested Proposers should obtain and read thoroughly the RFP for a complete description of the County's requirements.

- ~ A Hot Site fully equipped to load and operate the County's operating systems and data files within 24 hours of a disaster declaration and for a period up to 6 weeks;
- ~ A Cold Site ready for installation and operation of County owned computer equipment within 15 days of request to the Contractor and for a period up to one year;
- ~ A Local Recovery Site to house County programming and operations staff available within 24 hours of a disaster declaration and for a period up to one year and six weeks;
- ~ Recovery test time consisting of one 96 contiguous hour test period annually each contract year.

Contact Name: Roger Long
Contact Phone: (323) 267-2563
Contact Email: rlong@isd.co.la.ca.us
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COUNTY OF LOS ANGELES
COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)

FIRM INFORMATION		SunGard
Cultural/Ethnic Composition		% of Ownership
OWNERS/PARTNERS	Black/African American	0%
	Hispanic/Latin American	0%
	Asian American	0%
	American Indian/Alaskan	0%
	All others	Publicly Traded
	Women (included above)	0%
		Number
	Number of owners/partners	0
		Number
MANAGER	Black/African American	0
	Hispanic/Latin American	0
	Asian American	0
	American Indian/Alaskan	0
	All others	0
	Women (included above)	0
STAFF	Black/African American	0
	Hispanic/Latin American	0
	Asian American	0
	American Indian/Alaskan	0
	All others	0
	Women (included above)	0
TOTAL # OF EMPLOYEES		0
BUSINESS STRUCTURE		Corporation
County Certification		
CBE		N/A
LSBE		N/A
OTHER CERTIFYING AGENCY		N/A

CIO ANALYSIS

REQUEST FOR APPROVAL AND AWARD OF DISASTER RECOVERY SERVICES CONTRACT TO SUNGARD RECOVERY SERVICES LP (All Districts 3-votes)

CIO RECOMMENDATION: ☒ APPROVE ☐ APPROVE WITH MODIFICATION
☐ DISAPPROVE

Contract Type:

☒ New Contract ☐ Contract Amendment ☐ Contract Extension
☐ Sole Source Contract

New/Revised Contract Term: Base Term: 3 Yrs # of Option Yrs 2

Contract Components:

☐ Software ☒ Hardware ☒ Telecommunications
☒ Professional Services

Project Executive Sponsor: Dave Lambertson, Interim Director, Internal Services
Department

Budget Information :

Y-T-D Contract Expenditures	\$ Not-applicable.
Requested Contract Amount	\$ 180,000 for fixed annual subscription cost with two 1-year renewal options.
Aggregate Contract Amount	\$ 540,000 minimum estimated cost for three years.

Project Background:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project legislatively mandated? Board motion.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan? Goal number 3 of Organization Effectiveness.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT Standards? However, this is a transitional agreement to allow time to move to another IT solution.

Project/Contract Description:

The purpose of this Agreement is to provide continuing access to Disaster Recovery Services for the Internal Services Department's (ISD) IBM computer systems housed at the Downey Data Center. In the event that the Data Center is not accessible and/or the IBM computer systems are inoperable due to a disaster. The IBM systems support mission critical applications for ISD, Sheriff, Courts, Assessor and others. The County would suffer irreparable harm if the IBM Data Center is rendered inoperable due to a disaster and services are not restored. The proposed contract would allow ISD to meet its obligations for disaster recovery preparedness for the IBM portion of Data Center by providing alternate-site data processing facilities at Sungard Recovery Services, LP (Sungard) locations to allow ISD to recover its IBM operations.

Background:

The Current Disaster Recovery Agreement with Comdisco commenced on February 1, 1999, with a 3-year term and two optional one-year extensions and month-to-month extensions for two months. The contract expires March 31, 2004. No extensions of time remain. Comdisco, Inc was acquired by Sungard on November 15, 2001.

At the time of your Board's approval of the Comdisco Agreement on January 19, 1999, the Interim Director of Internal Services (ISD), Chief Administrative Officer (CAO), and the Chief Information Officer (CIO) were directed to take several actions to strengthen the County's disaster recovery capability. In response to the Board's direction, the State of California was approached to investigate their interest in developing a shared capability that might reduce our respective costs. The State felt they were not positioned to pursue a joint disaster recovery capability at the time. ISD has tested and updated its Disaster Recovery Plans for its IBM and UNISYS Systems based on findings in the tests. The CAO, ISD and CIO are actively addressing countywide business continuity planning and countywide disaster recovery as a component of that planning.

Project Justification/Benefits:

The benefits of having available Disaster Recovery Services will enable critical applications that are processed on the IBM computer system to be recovered, and allow continued operations within 24 hours of the County's declaration of a disaster. The vendor will maintain the necessary hardware and software configuration in a ready state to resume operations. These services are provided under the current contract. The delivery of County services is heavily dependent on the availability of computer-based applications that manage the vast amount of data and information required by the public. Without a disaster recovery services agreement, the systems could not be recovered and services restored in the timeframes established by the Department.

Project Metrics

The contract requires the vendor to participate in annual recovery testing at the County's request using their Disaster Recovery Services. Testing Services provides up to 96 contiguous hours per annual test. The annual testing provided the metrics required to evaluate the benefits of the proposed agreement.

Impact If Proposal Is Not Approved

If the proposal is not approved, the County's business operations that operate on the IBM computer system housed at the Downey Data Center would not be able to have an environment to recover its operations. This includes critical applications that would impact the business operations for Sheriff, Assessor, Auditor-Controller, Treasurer-Tax Collector, ISD and other County departments.

Alternatives Considered:

There have been other alternatives considered that may be a viable solution in the event of a significant disaster. These alternative solutions are being addressed and planned as part of the Countywide Business Continuity Planning (BCP) efforts that is being lead by this office.

Project Risks:

A notable project risk is not having a guarantee that when we declare a disaster, the vendor may not be able to provide our hardware requirements at that time. This will significantly reduce our ability in performing a recovery of our computer systems to continue their operations, even though we have paid monies to provide a facility to recover our computer systems.

Risk Mitigation Measures:

To mitigate the risk described in Project Risks is a real challenge. Events are unpredictable, and the selected vendor has customers that are geographically widespread over the United States. The risk exists, however. Schedule A indicates that when this vendor learns of an approaching storm or other situation that might cause a Multiple Disaster, they shall monitor the situation and use commercially reasonable efforts to coordinate contingency plans with all potentially affected subscribers. Noted are other terms that provide protection for multiple disasters, for example, no other customer of this vendor shall be granted any greater rights of access to or use recovery resources than are granted to the County in this agreement.

Financial Analysis:

In reviewing the financials, the current contract is due to expire March 31, 2004 and along with the proposed costs for the new agreement, the cost increased in many areas. The cost increase ranged from 1.5 to 2.5 times for the following areas: Monthly Subscription and Network Fee, Hot Site Disaster Declaration Fee (per occurrence), and Hot Site Daily Usage Fee (per day).

The variance between the current contract and the proposal, for Monthly Subscription Fees only, has increased by ninety-two percent. This includes annual Hot Site configuration based on the provided County's specifications that includes ninety-six hours of test time and labor cost for support of the County's testing.

Additional proposed costs specified, but not priced in the current contract are: Additional Test Time Hourly Fee, Local Recovery Site Disaster Declaration Fee (per occurrence) and Daily Usage Fees.

The current contract has pricing for Cold Site Disaster Declaration Fee (per occurrence), but is included in the proposal contract as part of the Hot site cost. The Cold Site Daily Usage Fee (per day) was reduced by twenty-five percent in the proposed contract.

Overall, the cost increase incurred is due to expanding the hardware capacity. Capacities for the processor were doubled; and the DASD was tripled, as well as increased network capacity and the provision of Internet connectivity.

CIO Concerns:

This agreement is specific to the IBM computer system for their Disaster Recovery Services. This vendor has a similar agreement for recovery capabilities for the Unisys computer system. Our office is concerned with the lack of recovery capabilities for the Midrange Computing environment; it is also housed at the Downey Data Center. As part of Business Continuity Planning, we would like to address potential solutions that would allow this environment to be included in a similar agreement.

CIO Recommendations:

Our recommendation is to approve this contract to maintain our ability to recover critical applications, as well as other applications being processed on the IBM computer system at the Downey Data Center. Based on current technology being deployed, 24 hours to recover critical applications can be improved as we move forward in enhancing our recovery capabilities.

CIO APPROVAL

Date Received: February 23, 2004

Prepared by: Robert Pittman

Date: February 25, 2004

Approved: 

Date: 2/25/2004



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SUNGARD RECOVERY SERVICES, LP

FOR

IBM DATA CENTER DISASTER RECOVERY SERVICES

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EXHIBITS

- A STATEMENT OF WORK
- B PRICING SCHEDULE
- C CONTRACTOR'S RECOVERY SERVICES AGREEMENT
- C-1 CONTRACTOR'S HOTSITE TESTING SERVICES
- D CONTRACTOR'S EEO CERTIFICATION

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EXHIBITS (Continued)

- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION:
 - G1 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, AND
CONFIDENTIALITY, AGREEMENT (INTENTIONALLY OMITTED)
 - G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT, AND
CONFIDENTIALITY AGREEMENT (INTENTIONALLY OMITTED)
- H CONTRACTOR'S PROPOSAL (Not Attached)
- I JURY SERVICE ORDINANCE
- J SAFELY SURRENDERED BABY LAW
- K LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM
- L CONTRACTOR'S OBLIGATION UNDER HIPAA

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SUNGARD RECOVERY SERVICES, LP
FOR
IBM DATA CENTER DISASTER RECOVERY SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2003 by and between the County of Los Angeles, hereinafter referred to as County and SunGard Recovery Services, LP, hereinafter referred to as Contractor. SunGard Recovery Services, LP is located at Wayne, Pennsylvania.

RECITALS

WHEREAS, the County may contract with private businesses for computer equipment disaster recovery services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing computer equipment disaster recovery services; and

WHEREAS, this Contract is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, I, J, K and L are attached to and form a part of this Contract. Exhibit H is incorporated in this Contract by reference but is not attached. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT C – Contractor’s Recovery Services Agreement
- 1.2 EXHIBIT L - Contractor’s Obligation Under HIPAA
- 1.3 EXHIBIT A - Statement of Work
- 1.4 EXHIBIT B - Pricing Schedule
- 1.5 EXHIBIT D - Contractor’s EEO Certification
- 1.6 EXHIBIT E - County’s Administration
- 1.7 EXHIBIT F - Contractor’s Administration
- 1.8 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.9 EXHIBIT H – Contractor’s Bid
- 1.10 EXHIBIT I - Jury Service Ordinance
- 1.11 EXHIBIT J - Safely Surrendered Baby Law

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.5 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 Subcontractor:** An entity providing to the Contractor named herein the entirety of any major element of contract work consisting of Center-Based Recovery Services, Mobile Recovery Services, or Hot Site Testing Services.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2** The County's scheduled recovery testing time and declared disaster occupancy time of Contractor's facilities shall not be subject to any preemptive rights Contractor may have granted or implied to any other clients or customers. The County will schedule recovery testing in advance to a mutually agreeable time and facility.
- 3.3** The County reserves the right to increase or decrease the amount of scheduled recovery test time, and/or the facility requirements

contained in *Exhibit A, Statement of Work, Attachment 1* in response to changing County needs, subject to availability. Such changes shall be made as provided by Sub-paragraph 8.4. The County guarantees no actual annual business volume.

- 3.4 County-provided Materials – intentionally left blank.
- 3.5 The Contractor shall provide all business licenses, equipment, materials, labor, and buildings to perform the work set forth in *Exhibit A, Statement of Work* at Contractor facilities. Contractor shall provide buildings, materials, and equipment that are safe for the environment and safe for use by Contractor and County employees.
- 3.6 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three years commencing April 1, 2004 after approval by County's Board of Supervisors and execution by the Director of the Internal Service Department or designee, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the option to extend the Contract term for up to two additional one-year periods, for a maximum total Contract term of five years. Each such option year shall be exercised individually by the Director of the Internal Services Department or designee as provided by Sub-paragraph 8.4.

- 4.3 The County shall have the option to authorize on a month-to-month basis extensions of time that do not increase the scope of work or Contract Sum of this Contract. Such extensions shall be at contract rates, terms, and conditions existing upon the extension effective date and shall be exercised by the Director of the Internal Services Department. Such month-to-month extensions shall not, in aggregate, exceed six months.
- 4.4 Contractor shall notify the County's Project Director when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County's Project Director at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 In each year of this Contract, the total of all amounts actually expended by the County hereunder ("maximum annual expenditures") may not exceed amounts allocated by the County Board of Supervisors in approved budgets to ISD and other departments using services provided under this Contract. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of this Contract is the Contract Sum.
- 5.2 The Contractor's rates shall remain firm and fixed for the term of the Contract except as provided in Sub-paragraph 5.3. However, at the commencement of each optional year, the contract rates may be adjusted based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for

the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

- 5.3 The Contractor's rates shown in Contract Exhibit B, Pricing Schedule, may be changed as provided in Sub-paragraph 8.4 by mutual agreement to reflect County changes to *Exhibit A, Statement of Work Attachment 1*, provided that such rate changes shall not result in a change in the Contract Sum.
- 5.4 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.5 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification

to the County's Project Director at the address in *Exhibit E – County's Administration*.

5.6 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.7 Invoices and Payments

5.7.1 The Contractor shall invoice the County once monthly, only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A, Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B, Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If County requests work not specified in the Contract or Exhibit A, Statement of Work, Contractor shall obtain County's written approval for such non-standard work prior to starting non-standard work. If the County does

not approve work in writing no payment shall be due to the Contractor for that work.

5.7.2 The Contractor's invoices shall be priced in accordance with *Exhibit B, Pricing Schedule*.

5.7.3 The Contractor's invoices shall contain the information set forth in *Exhibit A, Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Invoices that include County employee lodging costs authorized in Statement of Work Sub-paragraph 7.1.4 shall be have attached copies of actual hotel invoices issued to Contractor.

5.7.4 The Contractor shall submit monthly invoices to the County by the 15th calendar day of the month except that invoices for other than monthly fees shall be submitted to County promptly upon occurrence.

5.7.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

ISD/Financial Operations
Attn: Fiscal Officer-General Accounting
1100 North Eastern Avenue
Los Angeles, CA 90063

5.7.6 County Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the County.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E, County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor shall provide a full-time Project Manager and designated alternate. County must have access to the Project Manager or alternate during all hours, 365 days per

year. Contractor shall provide a telephone number where the Project Manager or alternate may be reached on a twenty-four (24) hour per day basis. Contractor's Project Manager is designated in *Exhibit F, Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall act as a central point of contact for the County. The Project Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

7.1.3 The Contractor's Project Manager and alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. The Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove the Contractor's Project Manager assigned to perform work hereunder.

7.3 Contractor's Staff Qualifications

7.3.1 The Contractor shall utilize only staff trained, experienced, and, as appropriate, bonded, licensed, or certified in the technology, trades, and tasks required by this Contract.

7.3.2 Each Contractor employee performing services for the County must be over the age of eighteen (18) years.

7.3.3 Each Contractor employee performing services for the County must fluently read, speak, and comprehend the English language.

7.4 Contractor Staff Training

7.4.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

7.4.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

7.5 Background and Security Investigations

Contractor shall perform background and security investigations according to Contractor's established policies for all Contractor staff performing work on this Contract.

7.6 Confidentiality

All information disclosed by one party to the other in connection with this Contract shall be treated as confidential according to the terms and conditions of Exhibit C, Contractor's Recovery Services Agreement.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Director of the Internal Services Department. Any unapproved assignment or delegation shall be null and void. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Director of the Internal Services Department's express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

- 8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County's Project Director.
- 8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Director of the Internal Services Department.
- 8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Internal Services Department.
- 8.4.4 The Director of the Internal Services Department may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of the Internal Services Department.

8.5 COMPLAINTS

This clause intentionally omitted.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D, Contractor's EEO Certification*.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which

is attached as *Exhibit I* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees

providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts

for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The

County's Child Support Services Department will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 CONTRACTOR'S OBLIGATIONS UNDER HIPAA

The County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit L in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit L, Contractor's Obligations Under HIPAA*.

8.17 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in

this Contract.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.18.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.18.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the

Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.20 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.21 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and

consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

8.23.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.23.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.24 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract, subject to the limits of Exhibit C, Contractor's Recovery Services Agreement, Section D4.

8.25 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.25.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Purchasing & Contract Services
General Contracts Section
Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be

given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

- Additionally insured language intentionally omitted;
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.25.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.25.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.25.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.25.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or

- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.26 INSURANCE COVERAGE REQUIREMENTS

8.26.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.26.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.27 LIQUIDATED DAMAGES

This clause intentionally omitted.

8.28 MOST FAVORED PUBLIC ENTITY

This clause intentionally omitted.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.29.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.29.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D, Contractor's EEO Certification*.

8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor shall provide to County documentation required to verify compliance with the provisions of this Subparagraph 8.29 to the extent permitted by law.
- 8.29.7 If the County finds that any provisions of this Subparagraph 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract in the performance of this contract, and Contractor fails to take appropriate remedial action, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of the Internal Services Department, or designee shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit J* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibit E, County's Administration* and *Exhibit F, Contractor's Administration*. Disaster declaration notice may be given orally, provided that a signed written confirmation is received within 24 hours thereafter. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the Internal Services Department shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.36 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION (INFRINGEMENT)

Contractor warrants that Contractor's provision of the Recovery Services provided hereunder will not infringe any U.S. patent, copyright or any other proprietary right (except infringement necessarily resulting from adherence to or use of specifications, software products, or drawings provided by County). Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which County is made a defendant for actual infringement of any such U.S. patent, copyright or other proprietary right resulting from the use of the Recovery Services provided hereunder, provided that County notifies Contractor promptly (or in the case of a lawsuit ten (10) days) after County becomes aware of any infringement claim. In addition to the foregoing indemnification, Contractor's liability with respect to this infringement warranty is limited to making the Recovery Services non-infringing, arranging for County's continued use of the services or if neither of the foregoing alternatives is available to Contractor then upon written notice to County, SunGard may terminate this Contract.

8.37 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.38 PUBLIC RECORDS ACT

8.38.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records directly related to this Contract pursuant to Subparagraph 8.40, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.38.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.39 PUBLICITY

8.39.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be

otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.39.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.39 shall apply.

8.40 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records directly relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records,

and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained at the Contractor's headquarters in Wayne, Pennsylvania. At County option and upon written request by County to Contractor, Contractor shall provide copies of documents directly related to this Contract.

8.40.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.40.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.40 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.40.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash

payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.41 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.42 SUBCONTRACTING

8.42.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.42.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 8.42.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.42.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.42.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.42.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.42.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.42.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Purchasing & Contract Services
General Contracts Section
Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063

before any subcontractor employee may perform any work hereunder.

8.43 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.45 - Termination for Default.

8.44 TERMINATION FOR CONVENIENCE

This clause intentionally omitted.

8.45 TERMINATION FOR DEFAULT

8.45.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, in any one of the following circumstances:

- A. Contractor has materially breached or failed to comply with provisions of this Contract; or

- B. Contractor fails to timely provide and/or satisfactorily perform professional quality tasks, deliverables, services, or other work specified in this Contract; or
- C. Contractor fails to demonstrate a strong probability of successful completion of required tasks, deliverables, services in accordance with agreed schedules and specifications, and
- D. If, in any of the circumstances in A, B, or C above, Contractor fails to cure or initiate convincing remedial action with respect to any such failure or breach within five (5) working days after County has declared a disaster or thirty (30) days at other times of delivery of such written notice by County.

8.45.2 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be

furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.45.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.45.3 This paragraph intentionally omitted.

8.45.4 The rights and remedies of the County provided in this Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR IMPROPER CONSIDERATION

8.46.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.46.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.46.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.47 TERMINATION FOR INSOLVENCY

8.47.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.47.2 The rights and remedies of the County provided in this Subparagraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.48 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance,

County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.49 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.50 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.51 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-

paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.52 WARRANTY AGAINST CONTINGENT FEES

8.52.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.52.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

SunGard Availability Services LP

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By *Framin E. Scott*
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

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ATTACHMENT 1: HOT SITE PROCESSING REQUIREMENTS

ATTACHMENT 2: CONTRACTOR'S FACILITIES LIST

1.0 SCOPE OF WORK

The IBM Computer Center operated by the Internal Services Department (ISD) of the County of Los Angeles supports a County-wide user community. ISD has developed a Disaster Recovery Plan for its IBM Computer Center that incorporates requirements for a range of commercially available temporary facilities, recovery testing services, and recovery services.

ISD's IBM Computer Center consists primarily of IBM 9672-R56 and 9672-RC6 mainframes that operate on a 24 hour a day, 7 days a week production schedule. Both batch and on-line data processing services are provided.

The ISD Disaster Recovery Plan requires the Contractor to provide a dedicated and fully equipped Hot Site for initial recovery, a Cold Site for follow-on recovery, a Local Recovery Facility to house County staff during declared disasters, annual recovery testing, and recovery services in the event a disaster is declared by the County. The IBM Data Center Disaster Recovery Services required by the County shall be performed subject to the terms and conditions of this Contract and the following Statement of Work.

2.0 RECOVERY SERVICES

Recovery Services provided by the Contractor shall be as described in Exhibit C, Contractor's Recovery Services Agreement, including attached Schedule A and addendums.

- 2.1 County minimum requirements for Hot Site installed operational computer equipment is defined in SOW Attachment 1, *Hot Site Processing Requirements*.
- 2.2 Contractor's designated primary and alternate sites are contained in SOW Attachment 2, *Contractor's Facilities*.
- 2.3 As an accommodation to County, at time of Disaster, Contractor will arrange and pay for hotel accommodations for up to five (5) County of Los Angeles employees. The County agrees to promptly reimburse Contractor for all out of pocket costs associated with the hotel accommodation and shall be payable in accordance with the terms of the Contract.

3.0 HOT SITE TESTING SERVICES

Hot Site Testing Services provided by the Contractor shall be as described in Exhibit C-1, Hotsite Testing Services.

**Statement of Work Attachment 1
HOT SITE PROCESSING REQUIREMENTS**

	Currently Installed At Hot Site			
DESCRIPTION	Minimum QTY	YES	NO	COMMENTS
1. Processor: CPU With At Least 300 MIPS for testing and 700 MIPS for declared disaster with 2048 Mb Central Memory & 4096 Mb Extended Memory. CPU shall be capable of running z/OS with Crypto processing capability.	1			
2. Tape IBM 3420-compatible Tape Reel Units IBM 3490-compatible Tape Cartridge Units with IDRC capability.	2 40			
3. DASD: IBM 3390-3-sized disk packs (Triple Capacity), total of 2.47 TB data capacity	870			
4. Printers: 3000 LPM capacity	1			
5. Network				
a. ISDN PRI access	2			
b. Ethernet Switch (6 ports)	2			
c. Token Ring Hub (6 ports)	1			
d. OSA Express (FE)	4			
e. OSA II (TR)	1			
6. IBM-compatible Personal Computers with TCP/IP connectivity.	7			
7. Internet access for PCs	2			
8. Miscellaneous Storage Locker for County-owned Router.	1			

Statement of Work Attachment 2

CONTRACTOR'S FACILITIES

HOT SITE(S)

Primary Hot Site:

SunGard Recovery Services, LP
401 North Broad Street
Philadelphia, PA 19108

Alternate Hot Site:

SunGard Recovery Services, LP
711 North Edgewood Avenue
Wooddale, IL 60191

COLD SITE(S)

Primary Cold Site:

SunGard Recovery Services, LP
401 North Broad Street
Philadelphia, PA 19108

Alternate Cold Site:

SunGard Recovery Services, LP
711 North Edgewood Avenue
Wooddale, IL 60191

WORK GROUP SPACE

Primary Site:

SunGard Recovery Services, LP
6803 International Avenue
Cypress, CA 90630-5114

Alternate Site:

SunGard Recovery Services, LP
2481 Deerwood Drive
San Ramon, CA 94583-1540

Alternate Site:

SunGard Recovery Services, LP
7499 East Paradise Lane, Suite 108
Scottsdale, AZ 85260

PRICING SCHEDULE**ALL PRICES ARE INCLUSIVE OF TAXES**

Monthly Subscription Fee (Includes annual Hot Site configuration to County's configuration specifications, 96 hours test time, and required test support labor.)	\$15,000/month
Additional Test Time Hourly Rate	\$650/hour
Hot Site Disaster Declaration Fee (each declaration)	\$25,000/occurrence
Hot Site Daily Usage Fee During a Declared Disaster	\$20,000/day
Local Recovery Site Disaster Declaration Fee (each declaration)	\$2,500/occurrence
Local Recovery Site Daily Usage Fee During a Declared Disaster	\$500/day
Cold Site Declaration Fee (each declaration)	Included in Hot Site
Cold Site Daily Usage Fee During a Declared Disaster	\$1,500/day

Contractor's prices for County staff lodging shall comply with Appendix B, Statement of Work, Sub-paragraph 2.3. Contractor shall invoice only actual lodging costs (pass-through costs with no overhead) to County. Copies of hotel invoices shall accompany Contractor invoices.

EXHIBIT C
CONTRACTOR'S RECOVERY SERVICES AGREEMENT

Schedule A
Schedule A Addendums (2)
Recovery Services Agreement

EXHIBIT C-1

CONTRACTOR'S HOT SITE TESTING SERVICES

Hotsite Testing Services

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

COUNTY PROJECT DIRECTOR:

Mark Gascoigne, General Manager
Computing Services Branch
Internal Services Department
9150 East Imperial Highway
Downey, CA 90242
Telephone:
Facsimile:
E-Mail Address:

COUNTY PROJECT MANAGER:

Eric Werner, Disaster Recovery Coordinator
ISD IBM Computing Services
9150 East Imperial Highway
Downey, CA 90242
Telephone:
Facsimile:
E-Mail Address:

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: SunGard Recovery Services, LP

CONTRACTOR'S PROJECT MANAGER:

Name: John Matthews
Title: Strategic Account Manager
Address: 7755 Center Avenue, Suite 1200
Huntington Beach, CA 92647
Telephone: 714-889-8936 (office)
949-887-1744 (mobile)
Facsimile: 215-965-7327
E-Mail Address: john.r.matthews@sungard.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Robert Corcoran
Title: Vice President, Sales
Address: SunGard Recovery Services, LP
680 East Swedesford Road
Wayne, PA 19087

Notices to Contractor shall be sent to the following address:

SunGard Recovery Services, LP
7755 Center Avenue, Suite 1200
Huntington Beach, CA 92647

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 INTENTIONALLY OMITTED - CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

- G2 INTENTIONALLY OMITTED - CONTRACTOR NON-EMPLOYEE
ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT
ASSIGNMENT AGREEMENT

EXHIBIT H

CONTRACTOR'S PROPOSAL

INCORPORATED INTO CONTRACT BY REFERENCE, NOT ATTACHED

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SAFELY SURRENDERED BABY LAW

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

AGREEMENT

CONTRACTOR'S OBLIGATIONS UNDER HIPAA

Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information, as defined below, in order to provide those services. County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations, Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require County to enter into an agreement with Contractor in order to obtain satisfactory assurance from Contractor that Contractor will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by Contractor is prohibited if such an agreement is not in place. Therefore, the parties agree to the terms of this Exhibit L.

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations, or to other than its employees.
- 1.2 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.3 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.
- 1.4 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or

regulations that require such information if payment is sought under a government program providing benefits.

- 1.5 “Recovery Services” has the same meaning as in this Agreement.
- 1.6 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor’s internal operations.
- 1.7 Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

2.0 OBLIGATIONS OF CONTRACTOR

2.1 Permitted Uses and Disclosures of Protected Health Information. Contractor:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Exhibit L;
- (b) shall Disclose Protected Health Information to County upon written request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Contractor shall not Use or Disclose Protected Health Information for any other purpose.

- 2.2 Adequate Safeguards for Protected Health Information. Contractor shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation’s minimum necessary standard.
- 2.3 Reporting Non-Permitted Use or Disclosure. Contractor shall report to County each Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the appropriate Department, within five (5) days from the time the Contractor first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than fifteen (15) business days from the date the Contractor becomes aware of the non-permitted Use or Disclosure, and shall be sent to County's Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493
Los Angeles, CA 90012

- 2.4 Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations.
- 2.6 Access to Protected Health Information. Contractor shall, to the extent County reasonably determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information pursuant to 45 C.F.R. § 164.524. Contractor shall provide such access for inspection of that Protected Health Information within twenty (20) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within twenty (20) business days after receipt of request from County.
- 2.7 Amendment of Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within twenty (20) business days after receipt of request from County in order for County to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made by Contractor or its employees, agents, representatives or subcontractors to permit County to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

For each Disclosure that could require an accounting under this Section 2.8, Contractor shall document the information specified in accordance with 45 C.F.R. § 164.528, above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within twenty (20) business days after

receipt of request from County, information collected in accordance with this Section 2.8 to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COUNTY

- 3.1 Obligation of County. County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performance of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.
- 3.2 County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by County or as otherwise permitted by law.
- 3.3 At the conclusion of any test, disaster, or other use of the Recovery Services, County shall remove, erase or destroy all PHI it maintained in any form, recorded on any medium or stored in any storage system as part of the Recovery Services.

4.0 TERM AND TERMINATION

- 4.1 Term. Contractor's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon County's knowledge of a material breach by Contractor, County shall either:
- (a) Provide a thirty (30) day opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or
 - (b) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
 - (c) If neither termination or cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

(b) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with the same restrictions and conditions that apply through this Exhibit L to Contractor with respect to the PHI.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Exhibit L is contrary to any other provision of this Agreement, the provision of this Exhibit L shall control.
- 5.4 Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.
- 5.6 Amendment. The parties agree to take such commercially reasonable action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Policies.

**ADDENDUM TO SCHEDULE A
TO RECOVERY SERVICES AGREEMENT DATED 04/01/2004**

The Recovery Services Agreement, having the above date, between SunGard Recovery Services LP ("SunGard") and the Subscriber named below, ("Agreement"), with regard to the Schedule identified above ("Specified Schedule") is amended effective April 1, 2004, as follows:

Subscriber will be provided with one (1) shelf in a SunGard network cabinet, which Subscriber may use to store one (1) Subscriber-provided Router ("Subscriber's Equipment") in SunGard's Philadelphia, PA recovery center for use during Tests or in the event of a Disaster. Subscriber agrees to pay \$200.00 per month for this space for the Agreed Term of the Specified Schedule. This amount is **included** in the Monthly Fee defined on the Specified Schedule. Further, Subscriber shall be responsible for obtaining and maintaining property damage and liability insurance for Subscriber's Equipment and shall indemnify SunGard against any claims, actions, damages, losses or liabilities arising from the use, possession, operation or control of Subscriber's Equipment, except due to SunGard's gross negligence or willful misconduct. Proof of insurance certificate must accompany this Addendum.

Subscriber will provide SunGard with make, model and serial number of Subscriber's Equipment within thirty (30) days of Subscriber's execution of this Addendum.

The term of this Addendum shall continue until the end of the initial Agreed Term or any extended or renewal term of the Specified Schedule.

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum and ratify the terms of the Agreement.

SUNGARD RECOVERY SERVICES LP

SUBSCRIBER: COUNTY OF LOS ANGELES

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____, 20__

DATE SIGNED: _____, 20__

THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL.

**SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 09/10/1998
BETWEEN SUNGARD RECOVERY SERVICES LP and COUNTY OF LOS ANGELES
Page 1 of 4**

Selected Services:	Included Yes/No	Test Periods	Disaster Fees (only during a Disaster) Declaration	Daily Usage
(a) Center-Based Recovery Services:			\$25,000	
(i) Hotsite:	Yes	Six (6)		\$20,000
(ii) Coldsite:	Yes	N/A		\$1,500
(iii) Office Space:	No	N/A		
(iv) Work Group Space:	Yes	One (1)	\$2,500	\$500
(v) MegaVoice (sm):	No	N/A	\$0	\$0
(b) Mobile Recovery Services:				
(i) Replacement Recovery System:	Yes	Three (3)	\$0	\$1,250 ¹
Delivery Method(s) Selected:	Primary Recovery Facility/Alternate Recovery Facility/Mobile Data Center/Subscriber Facility			
(ii) Computer Space:	No	N/A	\$0	\$0
Delivery Method(s) Selected:	N/A			
(iii) Supplemental Office Space:	No	N/A		
(iv) Mobile Work Group Space:	No	N/A	\$0	\$0
(v) Quick Ship Equipment	No	N/A	\$0	\$0
(c) Network Services:	No	N/A	\$0	\$0

¹ Initial 30 days of Daily Usage Fees during a Disaster will not be charged.

Agreed Term: 36 month(s)

Commencement Date: 04/01/2004

Monthly Fee: Effective 04/01/2004 \$15,000

Subscriber's Location: 9150 EAST IMPERIAL HIGHWAY, DOWNEY, CA 90242

Send Subscriber Notices to: 9150 EAST IMPERIAL HIGHWAY, DOWNEY, CA 90242

ATTN: INTERNAL SERVICES DEPARTMENT

Send Subscriber Invoices to: 9150 EAST IMPERIAL HIGHWAY, DOWNEY, CA 90242

ATTN: INTERNAL SERVICES DEPARTMENT

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Schedule and ratify the terms of the Recovery Services Agreement.

SUNGARD RECOVERY SERVICES LP

SUBSCRIBER: COUNTY OF LOS ANGELES

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL.

Quote ID 52483 A, Last Modified 02/23/2004

**SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 09/10/1998
BETWEEN SUNGARD RECOVERY SERVICES LP and COUNTY OF LOS ANGELES
Page 2 of 4**

Hotsite Configuration:

Quantity Description

- | | |
|------|------------------------------------------------------------------------------------------------------------------------|
| 1 | IBM PROCESSOR MIP RANGE 688 - 890
1 configured as follows:
700 IBM MIPS (688 - 890) |
| 4096 | MB OF MEMORY |
| 2470 | GIGABYTES OF 3390-9 DASD |
| 2 | IBM 3420 MAGNETIC TAPE DRIVE ADDRESSES |
| 40 | IBM 3490E MAGNETIC CARTRIDGE DRIVE ADDRESSES
(ESCON ATTACHED) |
| 1 | OSA-2 ENTR - (2) PORTS |
| 2 | OSA-E GIGABIT ETHERNET ADAPTERS - (2) PORTS |
| 2 | REMOTE ACCESS 3490 CARTRIDGE TAPE DRIVE -
CYPRESS PREFERRED |
| 1 | REMOTE ACCESS 424X PRINTER - CYPRESS
PREFERRED |
| 1 | REMOTE ACCESS CLUSTER CONTROLLER - CYPRESS
PREFERRED (16) TERMINALS, (3) 3287 MATRIX
PRINTER, CHANNEL EXTENSION) |
| 1 | IBM 3X74 LOCAL CLUSTER CONTROLLER (INCLUDES
TERMINALS & LINE PRINTER) |
| 2 | 10/100BASE-TX SWITCHED ETHERNET PORT |
| 2 | ISDN PRI ACCESS |
| 2 | IBM 8228 TOKEN RING MAU, (8) PORT, TYPE 1 |
| 1 | NCC ACCESS |
| 1 | COLDSITE (2,500 FT UNITS) |
| 1 | STORAGE CABINET |
| 6 | ANNUAL TEST PERIODS (ADDITIONAL) |

2

Work Group Configuration:

Quantity Description

- | | |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 75 | DESKTOP PC W/ CD-RW/DVD DRIVE, 1.44 MB DISKETTE
DRIVE, KEYBOARD, MOUSE
75 configured as follows:
1 PENTIUM 4 2.53 GHZ PROCESSOR
512 MB RAM
40 GB DISK
1 10/100/1000 ETHERNET NETWORK INTERFACE CARD
1 18" FLAT PANEL DISPLAY |
| 2 | HP LASERJET 5SI PRINTER
2 configured as follows:
12 MB RAM |
| 75 | FURNISHED WORKGROUP POSITION (DESK, CHAIR,
VOICE & DATA WIRING) |
| 1 | METROCENTER FACILITY ACCESS INCLUDING ONE (1)
FAX AND ONE (1) COPIER |
| 4 | 10/100 BASE-TX SWITCHED ETHERNET PORT |
| 10 | DIAL TONE |

Initials

SunGard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL.

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**SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 09/10/1998
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Page 3 of 4**

Work Group Configuration:	Quantity	Description	
	11	ANNUAL TEST PERIODS (ADDITIONAL)	2

Mobile Configuration:	Quantity	Description	
	7	INTEL-BASED LAPTOP W/CD-ROM DRIVE, 1.44MB DISKETTE DRIVE	
		7 configured as follows:	
		1 PENTIUM III 1.2 GHZ PROCESSOR	
		256 MB RAM	
		30 GB DISK	
		1 10/100 ETHERNET NETWORK INTERFACE CARD	
	9	ANNUAL TEST PERIODS (ADDITIONAL)	2

2. Subscriber acknowledges that the additional Test Period(s) reflected in each configuration on the Schedule are intended to increase Subscriber's total allotment of annual Test Period(s) set forth on the front page of the Schedule by the total number of additional Test Period(s) set forth in a single configuration, unless otherwise noted.

Section C of the Recovery Services Agreement shall be replaced, in its entirety, with the following:

- C. **MULTIPLE DISASTER.** Subscriber's rights of immediate and exclusive use of the Recovery Services, as provided in Section A2, shall be subject to the possibility that one or more other Subscribers ("other affected Subscribers") could declare a disaster at the same time as (or before or after) Subscriber and require use of the same Recovery Resources at the same time as Subscriber ("Multiple Disaster"). The following provisions are intended to avoid or minimize contention for Recovery Resources during Multiple Disasters.
1. **PRIORITY RESOURCES AND SHARED RESOURCES.** All Recovery Resources shall be available on a priority use basis ("Priority Resources") except for those designated by SunGard as available on a shared use basis ("Shared Resources"). SunGard's designations of Shared Resources shall be made in its reasonable discretion and shall be subject to change without notice.
2. **ACCESS AND USE PROCEDURES.** Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. SunGard shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.
- (a) Subscriber shall have priority rights of access to and use of applicable Priority Resources that are not then being used by other affected Subscribers who previously declared disasters. Use of such Priority Resources is exclusive for as long as Subscriber is entitled to use them under Section A2.
- (b) Subscriber and all other affected subscribers shall have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected Subscribers.
- (c) If applicable Priority Resources and applicable Shared Resources are both available, Subscriber may choose which type to use.
- (d) Subscriber shall cooperate with SunGard and all other affected subscribers as reasonably required under the circumstances, including to coordinate the efficient use of Recovery Resources, to avoid or minimize the need for shared or allocated use of Shared Resources, and to implement any necessary plans for shared or allocated use of Shared Resources.
- (e) If a Multiple Disaster is widespread or extreme, then, notwithstanding the foregoing provisions, SunGard may implement emergency procedures that are necessary, in SunGard's reasonable judgment, to allocate Recovery Resources in order to satisfy the critical needs of affected Subscribers, applicable national security interests and comparable concerns.
3. **MULTIPLE DISASTER PROTECTION.** To lower the probability of a Multiple Disaster, SunGard shall comply with the following terms:
- (a) No other subscriber shall be granted any greater rights of access to or use of the Recovery Resources than are granted to Subscriber under this Agreement.
- (b) No agreement to provide use of any Recovery Resources shall be entered into at a time when the Subscriber location to be serviced is then currently experiencing a disaster.

For Center-Based Recovery Services, SunGard also shall comply with the following:

- (c) To discourage unnecessary disaster declarations, Disaster Declaration Fees, as provided in the Schedules, shall be charged whenever a Subscriber declares a disaster.
- (d) To discourage unnecessary use of the Recovery Resources, Daily Usage Fees, as provided in the Schedules, shall be charged for use of the Recovery Resources other than for tests.

Initials

SunGard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL.
Quote ID 52483 A, Last Modified 02/23/2004

SCHEDULE A GOVERNED BY
RECOVERY SERVICES AGREEMENT DATED 09/10/1998
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Page 4 of 4

4. **CRISIS MANAGEMENT.** Whenever SunGard learns of an approaching storm or other situation that might cause a Multiple Disaster, SunGard shall monitor the situation and use commercially reasonable efforts to coordinate contingency plans with all potentially affected Subscribers.

Initials

SunGard Subscriber

THE TERMS OF THIS SCHEDULE ARE CONFIDENTIAL.

Quote ID 52483 A, Last Modified 02/23/2004

RECOVERY SERVICES AGREEMENT

BETWEEN

SUNGARD RECOVERY SERVICES LP
a Pennsylvania limited partnership
("SunGard")

AND

a _____ corporation
("Subscriber")

DATED

_____, _____

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Agreement.

SUNGARD RECOVERY SERVICES LP

SUBSCRIBER: _____

By: _____

By: _____

Print: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

A. RECOVERY SERVICES. Each Schedule to this Agreement specifies a Subscriber location ("Location"), the recovery services to be provided by SunGard to Subscriber for that Location ("Recovery Services"), the fees to be paid by Subscriber to SunGard for those services, and any other applicable terms. Each Schedule may be signed by Subscriber or any of its subsidiaries or affiliates, and such signer shall be deemed to be "Subscriber" for purposes of that Schedule, provided that the original Subscriber named above shall be jointly and severally liable with such subsidiaries and affiliates for the performance of all obligations under such Schedule. Each Schedule represents a separate contract that incorporates and is governed by all of the terms of this Agreement.

- 1. DISASTER.** A "Disaster" is any unplanned event or condition that renders Subscriber unable to use a Location for its intended computer processing and related purposes. By signing a Schedule or any Addendum to a Schedule, Subscriber warrants that the Location specified in that Schedule is not at that time experiencing a Disaster. Subscriber may declare a Disaster by having one of its designated representatives give notice to

SunGard stating that a Disaster occurred, identifying the affected Location, and specifying which Recovery Services Subscriber believes will be required. SunGard will then follow Subscriber's reasonable declaration procedures as provided to SunGard in the Disaster Declaration Authority form.

THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL

2. **SELECTED SERVICES.** Whenever Subscriber declares a Disaster, the Recovery Services to be provided by SunGard to Subscriber shall be the following services which were selected by Subscriber in the applicable Schedule:
 - (a) **Center-Based Recovery Services.** Immediate and exclusive use of the services described below ("Center-Based Recovery Services"), which Subscriber may use during the period of time stated below, provided at a SunGard facility:
 - (i) **Hotsite.** An installed, fully operational computer system and networking capability ("Hotsite"), equal to or better than (in all material respects including equipment quality and processing capacity) the Hotsite Configuration described in the Schedule, which Subscriber may use for six weeks.
 - (ii) **Coldsite.** Environmentally prepared computer space ("Coldsite"), properly equipped to facilitate the installation of a computer system comparable to the Hotsite Configuration, which Subscriber may use for six months.
 - (iii) **Office Space.** An adequate and reasonable amount of office space in the same facility where the Hotsite or Coldsite is located, properly equipped to facilitate the installation of terminals, which Subscriber may use to operate that Hotsite or Coldsite.
 - (iv) **Work Group Space.** An adequate and reasonable amount of office space, properly equipped to accommodate the Work Group Configuration described in the Schedule, which Subscriber may use for six weeks.
 - (v) **MegaVoicesm** SunGard's voice communications backup service for the number of communications ports stated in the Schedule, which Subscriber may use for six weeks.
 - (b) **Mobile Recovery Services.** Immediate and exclusive use of the services described below ("Mobile Recovery Services"), which Subscriber may use for the duration of a Disaster:
 - (i) **Replacement Recovery System.** A fully operational, relocatable computer system and networking capability ("Replacement Recovery System"), equal to or better than (in all material respects including equipment quality and processing capacity) the Mobile Configuration described in the Schedule, to be provided to Subscriber by one of the following methods at Subscriber's option:
 - a. **Primary Recovery Facility.** Access to the Replacement Recovery System at a SunGard facility where it is then installed.
 - b. **Alternate Recovery Facility.** Delivery of the Replacement Recovery System to a SunGard facility where it may be accommodated, within 48 hours after SunGard receives the Disaster declaration notice.
 - c. **Mobile Data Center.** Delivery of a properly equipped vehicle housing the Replacement Recovery System to a destination in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.
 - d. **Subscriber Facility.** Delivery of the Replacement Recovery System to a properly equipped facility located in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.
 - (ii) **Computer Space.** Environmentally prepared computer space ("Computer Space"), properly equipped to facilitate the installation of a computer system comparable to the Mobile Configuration, to be provided to Subscriber by one of the following methods at Subscriber's option:
 - a. **SunGard Facility.** Access to the Computer Space at a SunGard facility where the Replacement Recovery System may be accommodated.
 - b. **Mobile Coldsite.** Delivery of a properly equipped vehicle housing the Computer Space to a destination in the continental United States requested by Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.
 - (iii) **Supplemental Office Space.** An adequate and reasonable amount of office space in the same SunGard facility where the Replacement Recovery System or Computer Space is located, properly equipped to facilitate the installation of terminals, which Subscriber may use to operate that Replacement Recovery System or Computer Space.
 - (iv) **Mobile Work Group Space.** SunGard will commence the delivery of a vehicle properly equipped to accommodate the Mobile Work Group Configuration described in the Schedule, to a destination in the continental United States requested by Subscriber, within 24 hours after SunGard receives the Disaster declaration notice.
 - (v) **Quick Ship Equipment.** Delivery of equipment equal to or better than (in all material respects including equipment quality and processing capacity) the Quick Ship Equipment described in the Schedule, to a properly equipped facility in the continental United States requested by
- Subscriber, within 48 hours after SunGard receives the Disaster declaration notice.
- (c) **Network Services.** The Network Services identified as either "Center-to-Center" or "LAN Bridging" in the Network Configuration described in the Schedule shall be made available to Subscriber within two (2) hours after receipt of a Subscriber Disaster declaration, based on then current availability on SunGard's Global Network ("SGN"). These types of Network Services will be used by Subscriber to facilitate connectivity between the SunGard recovery centers defined in the Network Configuration. Once Subscriber has been switched onto the circuit /port on the SGN, the Network Services will be available on a 24 hour, 7 days per week basis (excluding downtime attributable to routine and preventative maintenance). Subscriber will have access to and use of the Network Services for six (6) weeks. In addition, Subscriber shall have access to the applicable Network Services to conduct Test(s) in conjunction with the Test(s) of the Recovery Services as defined on the Schedule.
3. **EXTENDED USE.** During a Disaster, Subscriber may continue to use the Center-Based Recovery Services or the Network Services beyond the periods stated in Section A2(a) and A2(c), respectively, provided that this extended use shall be subject to immediate termination if and when any other subscriber declares a disaster and requires use of the Recovery Resources then being utilized by Subscriber.
4. **COMPREHENSIVE RECOVERY SUPPORT.** Whenever Subscriber uses Recovery Services during a Disaster, SunGard's Support Staff (consisting of operations, communications, security, transportation, systems software and customer support personnel, as appropriate) shall provide comprehensive support to Subscriber on a 24-hour-a-day, 7-day-a-week basis, as needed. To facilitate Subscriber's use of the Recovery Services during a Disaster, SunGard's Support Staff shall assist Subscriber in pre-testing Subscriber's operating systems, network control programs and communications circuits. During a Disaster, SunGard's Support Staff also shall assist Subscriber in contacting vendors and in obtaining and installing additional or replacement equipment.
5. **TESTS.** Promptly after execution of this Agreement, SunGard shall either notify Subscriber of available times to schedule a training workshop at a SunGard facility or provide instructions to Subscriber to conduct a computer based training workshop. Subscriber may use certain Recovery Services to test its disaster recovery capability ("Test") for the number of Test Periods stated in the applicable Schedule. Each Test Period entitles Subscriber to eight (8) hours of consecutive test time per contract year at a designated SunGard facility, on a non-cumulative basis. During each Test, SunGard's Support Staff shall provide reasonable supplies and support to Subscriber as needed, subject to availability. In order for SunGard to provide support to Subscriber for a scheduled Test, all Test plans must be provided to SunGard at least three (3) weeks prior to the Test date. Upon receipt of Subscriber's Test plan, SunGard will then assign a SunGard technical coordinator to review Subscriber's Test plan and act as project manager to coordinate Test support activities. Tests shall be scheduled at least four (4) months in advance and availability is on a 24-hour-a-day, 7-day-a-week basis. All Tests shall be subject to immediate cancellation or termination, and shall be rescheduled as soon as possible, if and when any other subscriber declares a disaster and requests use of the Recovery Services being tested.
6. **E-TESTING PROGRAM.** Subscriber may, at its option, elect to participate in SunGard's E-Testing Program. The E-Testing Program is a web-based application designed by SunGard to facilitate efficiency of pretest communications, by allowing Subscriber to complete and submit Test plans online for any scheduled Test. Subscriber shall use the E-Testing Program only for its own internal purposes in testing its disaster recovery configuration with SunGard. Periodically, in its sole discretion, SunGard may change or discontinue the E-Testing Program. SunGard shall not be liable for any damages incurred by Subscriber as a result of Subscriber's access to, use of, or downloading of any information or data contained in the web pages of the Program, including damages caused by any viruses. SunGard represents that it shall not knowingly code or introduce any virus or other disabling code into the systems used to provide the E-Testing Program. SunGard shall use commercially reasonable efforts to assist Subscriber, at no charge, in mitigating the effects of any virus that is coded or introduced into the system.
7. **SOFTWARE.** All systems and utility software which SunGard has installed on the equipment used to provide the Recovery Services may be used by Subscriber during a Disaster or a Test.
8. **TECHNOLOGY EXCHANGE.** Upon Subscriber's request, SunGard will provide a list of computer and communications equipment that is then currently available to enhance the Hotsite Configuration or Mobile Configuration. Subscriber may exchange certain components of its configuration for hardware representing newer technology, by giving written notice to SunGard and signing an appropriate Addendum to the applicable Schedule. Upon the effective date of this exchange, the Monthly or Annual Fees due under that Schedule may increase by an amount reasonably determined by SunGard, based upon the difference between (a) SunGard's then prevailing Monthly or Annual Fees for the new hardware selected, and (b) an allocated portion of the prior Monthly or Annual Fees covering the components that were replaced.
9. **ACCOUNT EXECUTIVE.** SunGard shall assign an Account Executive to Subscriber to assist in monitoring the continued viability of Subscriber's disaster recovery capability and to facilitate ongoing communications between Subscriber and SunGard.

10. **HOTLINE.** SunGard shall maintain a toll-free customer support telephone service, on a 24-hour-a-day, 7-day-a-week basis, which Subscriber may use as needed.
11. **USER'S GUIDES.** Subscriber shall receive SunGard's current User's Guides for the Recovery Services and all applicable updates and revisions, as and when issued.
12. **ACTIVATION MANUAL.** If contracted for in a configuration under the applicable Schedule, SunGard will provide Subscriber with an Activation Manual ("Manual") in the event Subscriber contracts for i) more than 100 Mobile WorkGroup positions in a Mobile WorkGroup Configuration, or ii) a number of Mobile

B. MAINTENANCE AND USE OF RECOVERY RESOURCES. The terms of this Section B are intended to ensure that the facilities and equipment used by SunGard to provide the Recovery Services ("Recovery Resources") are properly maintained and used, and to protect the respective interests of the parties in using the Recovery Resources.

1. **MAINTENANCE.** SunGard shall maintain vendor-specified proper operating environments at its facilities and in its vehicles used to provide the Recovery Services. SunGard shall adhere to vendor-recommended procedures and policies for proper maintenance of the Recovery Resources, including necessary remedial maintenance and regularly scheduled preventive maintenance. **SunGard warrants to Subscriber that the Recovery Resources shall be maintained in a state of readiness at all times, consistent with SunGard's obligations under this Agreement.**
2. **SIGNIFICANT CHANGES.** SunGard may change the Recovery Resources and shall give written notice to Subscriber at least 60 days before making any significant change that might substantially and adversely impact Subscriber. Subscriber shall then have an adequate and reasonable number of free additional Test Periods to Test the affected Recovery Services. If, in Subscriber's reasonable judgment, any such change substantially and adversely impacts Subscriber to the extent that Subscriber cannot use the affected Recovery Services, then Subscriber may terminate the affected Recovery Services by giving written notice to SunGard within ten days after Subscriber first uses the affected Recovery Services for either a Disaster or Test.
3. **AUDITS.** At any time except when the Recovery Resources are being used during a disaster or a confidential test, Subscriber may, at its expense, audit the Recovery Resources to verify SunGard's compliance with this Agreement. SunGard also shall permit any regulatory authority having jurisdiction over Subscriber to inspect the Recovery Resources. SunGard shall, at its expense, have the Recovery Resources annually reviewed by an independent third-party auditor, whose reports shall be furnished to Subscriber upon request.
4. **STANDARD PROCEDURES.** SunGard shall maintain reasonable and uniform policies regarding security, safety, scheduling, operations and other procedures for accessing and using the Recovery Resources during disasters and tests. These policies may appear in SunGard's User's Guides and in other written documents provided by SunGard to its subscribers from time to time. Both SunGard and Subscriber shall comply with these policies in all material respects and shall use all Recovery Resources in accordance with manufacturer specifications.

C. MULTIPLE DISASTER. Subscriber's rights of immediate and exclusive use of the Recovery Services, as provided in Section A2, shall be subject to the possibility that one or more other subscribers ("other affected subscribers") could declare a disaster at the same time as (or before or after) Subscriber and require use of the same Recovery Resources at the same time as Subscriber ("Multiple Disaster"). The following provisions are intended to avoid or minimize contention for Recovery Resources during Multiple Disasters.

1. **PRIORITY RESOURCES AND SHARED RESOURCES.** All Recovery Resources shall be available on a priority use basis ("Priority Resources") except for those designated by SunGard as available on a shared use basis ("Shared Resources"). SunGard's designations of Shared Resources shall be made in its reasonable discretion and shall be subject to change without notice.
2. **ACCESS AND USE PROCEDURES.** Access to and use of Recovery Resources during disasters shall depend upon whether the Recovery Resources are Priority Resources or Shared Resources and, with respect to Priority Resources, the order in which disasters are declared. SunGard shall maintain records of its receipt of disaster declarations, which shall be the exclusive basis for determining the order in which disasters are declared.
 - (a) Subscriber shall have priority rights of access to and use of applicable Priority Resources that are not then being used by other affected subscribers who previously declared disasters. Use of such Priority Resources is exclusive for as long as Subscriber is entitled to use them under Section A2.
 - (b) Subscriber and all other affected subscribers shall have equal rights of access to and use of applicable Shared Resources, irrespective of the order in which disasters occur or are declared. Use of Shared Resources may be exclusive at times, but remains subject to the possible need for shared or allocated use with other affected subscribers. In an effort to avoid the need for shared or allocated use of any Shared Resources, SunGard shall, to the fullest extent possible under the circumstances, take full advantage of, and provide access to, all of its other available Shared Resources.
 - (c) If applicable Priority Resources and applicable Shared Resources are both available, Subscriber may choose which type to use.
 - (d) Subscriber shall cooperate with SunGard and all other affected subscribers as reasonably required under the circumstances, including to coordinate the efficient use of Recovery Resources, to avoid or minimize the need for

Configurations such that at least three (3) Mobile Data Centers would be dispatched by SunGard if Subscriber elects a "Mobile Data Center" delivery option for the applicable Schedule. This Manual will serve as a guideline for Subscriber's use of the Mobile Data Centers and contains placement recommendations, vendor contact information, electrical and communication requirements. Completion of the Manual will be within 120 days of Subscriber's execution of the applicable Schedule, subject to Subscriber's reasonable cooperation and the availability of key Subscriber personnel. SunGard shall have no responsibility for completion of such Manual if not contracted for under the applicable Schedule or in the event SunGard does not receive reasonable cooperation from and access to key Subscriber personnel in order to complete such Manual.

Policies for tests include advance scheduling and cancellation requirements. Any Test Period(s) cancelled by Subscriber less than 45 days before the scheduled date will be applied against Subscriber's annual allotment of Test Periods unless SunGard is able to reschedule the cancelled Test Period(s) with another subscriber.

5. **SPECIAL PROCEDURES.** If Subscriber gives written notice to SunGard describing any special data protection or other security procedures used by Subscriber, then SunGard shall use commercially reasonable efforts to help implement those procedures whenever Subscriber is using the Recovery Resources. Subscriber shall be responsible for any additional expenses reasonably incurred by SunGard in implementing Subscriber's special procedures.
6. **MOBILE RESOURCES.** Title to all of the Recovery Resources used to provide Mobile Recovery Services ("Mobile Resources"), wherever located, shall remain in SunGard or its supplier, except for any Quick Ship Equipment as to which Subscriber properly exercises its purchase option, if any, described in the applicable Schedule. With respect to any Mobile Resources for which the destination is not a SunGard facility, (a) Subscriber shall obtain or provide, at Subscriber's expense, all permits, landlord consents and other authorizations, and all communications, power and other utility lines and equipment, needed to possess, locate or use the Mobile Resources at that destination, (b) Subscriber shall be responsible for the security of the Mobile Resources at that destination, (c) Subscriber shall not relocate the Mobile Resources without SunGard's prior written consent which will not be unreasonably withheld, (d) when Subscriber's use or right to use the Mobile Resources during a Disaster or Test ends, Subscriber shall comply with SunGard's return delivery or shipment instructions, and (e) if the Mobile Resources do not include a SunGard vehicle, then Subscriber shall provide a proper operating environment for the Mobile Resources. If any Mobile Resources are provided by a third party under contract with SunGard and that contract is terminated, then SunGard will use commercially reasonable efforts to replace the Mobile Resources. If SunGard is unable to replace the Mobile Resources, then SunGard may terminate the applicable Recovery Services upon 90 days prior written notice to Subscriber.

shared or allocated use of Shared Resources, and to implement any necessary plans for shared or allocated use of Shared Resources.

- (e) If a Multiple Disaster is widespread or extreme, then, notwithstanding the foregoing provisions, SunGard may implement emergency procedures that are necessary, in SunGard's reasonable judgment, to allocate Recovery Resources in order to address applicable national interests and comparable concerns.

3. **MULTIPLE DISASTER PROTECTION.** To lower the probability of a Multiple Disaster, SunGard shall comply with the following terms:

- (a) No other subscriber shall be granted any greater rights of access to or use of the Recovery Resources than are granted to Subscriber under this Agreement.
- (b) No agreement to provide use of any Recovery Resources shall be entered into at a time when the subscriber location to be serviced is then currently experiencing a disaster.

For Center-Based Recovery Services, SunGard also shall comply with the following:

- (c) To discourage unnecessary disaster declarations, Disaster Declaration Fees, as provided in the Schedules, shall be charged whenever a subscriber declares a disaster.
- (d) To discourage unnecessary use of the Recovery Resources, Daily Usage Fees, as provided in the Schedules, shall be charged for use of the Recovery Resources other than for tests.

4. **CRISIS MANAGEMENT.** Whenever SunGard learns of an approaching storm or other situation that might cause a Multiple Disaster, SunGard shall monitor the situation and use commercially reasonable efforts to coordinate contingency plans with all potentially affected subscribers.

D. OTHER TERMS

1. **CONTRACT TERM.** This Agreement shall continue in effect for so long as there is a Schedule in effect. The term of a Schedule, and Subscriber's rights to use the Recovery Services selected on that Schedule, shall begin on the Commencement Date and continue in effect for the Agreed Term stated in that Schedule. Thereafter, that Schedule shall automatically renew for successive renewal terms of equal duration to the Agreed Term, unless either party gives written notice of termination to the other at least six months before the end of the then current term. Subscriber acknowledges that SunGard requires this advance notice due to the substantial, long-term equipment and facilities commitments SunGard makes in reliance upon its subscriber contracts. This Agreement and each Schedule is a non-cancelable contract that may be terminated only in accordance with its express terms.
2. **FEES AND EXPENSES.** All Monthly or Annual Fees shall be invoiced by SunGard in advance. All other fees, and any out-of-pocket expenses reasonably incurred by SunGard on behalf of Subscriber and with prior authorization, shall be invoiced by SunGard as and when incurred. Subscriber's payments shall be due within 30 days after receipt of invoice. For any amount not paid when due, Subscriber will pay interest at the lesser of fifteen percent (15%) per annum or the maximum amount permitted by law. If Subscriber fails to cure a material breach of its payment obligations within the cure period specified in Section D.6, then SunGard may accelerate Subscriber's obligation to pay all remaining Monthly or Annual Fees, and Subscriber shall pay all collection costs. Subscriber shall be responsible for (a) any applicable Disaster Fees as indicated on a Schedule, (b) all communications and similar third party charges resulting from Subscriber's use of the Recovery Resources, (c) all power, fuel and other utility charges resulting from Subscriber's use of the Recovery Resources, except the initial six weeks of Hotsite use and except for Tests, (d) all costs associated with the transportation, delivery, operation and ongoing support of Mobile Resources used by Subscriber, (e) all costs associated with the installation and de-installation of Mobile Resources used by Subscriber at non-SunGard locations, and (f) any sales, use, excise or comparable taxes assessed or imposed upon the services provided or the amounts charged under this Agreement. Beginning one year after the Commencement Date of a Schedule, SunGard may increase all fees chargeable under that Schedule by up to 8% per contract year, by giving Subscriber at least 90 days prior written notice.
3. **CONFIDENTIALITY.** All information disclosed by one party to the other in connection with this Agreement shall be treated as confidential information unless it is or becomes publicly available through no fault of the other party, is already known to the other party, or is later rightfully obtained by the other party from independent sources. Each party's confidential information shall be held in strict confidence by the other party, using the same standard of care as it uses to protect its own confidential information, and shall not be used or disclosed by the other party for any purpose except as necessary to implement or perform this Agreement. Without limiting the generality of the foregoing, such confidential information includes (a) Subscriber's data and software, and the details of Subscriber's computer operations and recovery procedures, which include trade secrets of Subscriber, (b) SunGard's physical security systems, access control systems, specialized recovery equipment and techniques, pricing and User's Guides, and SunGard's E-Testing Program and web pages, which include trade secrets of SunGard, and (c) the terms of this Agreement. This Section D3 may be enforced by injunction.
4. **LIABILITY AND INDEMNIFICATION.** Each party ("liable party") shall be fully liable to the other party for any direct damages caused by any breach of contract, negligence or willful misconduct of the liable party (or any of its employees or agents) in connection with the use of the Recovery Resources or any other matter relating to this Agreement. The liable party shall indemnify and hold harmless the other party (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities to the extent arising from any such breach of contract, negligence or willful misconduct of the liable party (or any of its employees or agents). Notwithstanding the foregoing: (a) SunGard shall have no liability for any of Subscriber's tangible property located at a SunGard facility or in a SunGard vehicle, except for any direct damages caused by SunGard's negligence or willful misconduct; (b) SunGard shall have no control over or responsibility for the content of any of Subscriber's data or software; (c) if Subscriber's data is damaged as a result of SunGard's negligence, then SunGard shall be liable to Subscriber for up to \$25,000 for Subscriber's documented out-of-pocket expenses incurred to recreate such data; and (d) SunGard's total liability for direct damages with respect to a Schedule shall be limited to one year's Monthly or Annual Fees under that Schedule, or \$250,000, whichever is greater. Subscriber shall indemnify and hold harmless SunGard (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities to the extent arising from the use, control or possession of any Mobile Resources by Subscriber (or any of its employees or agents).

Excluding Subscriber's payment obligations, under no circumstances shall either party be liable for lost revenues, lost profits, loss of business, or consequential, indirect, exemplary or special damages of any nature, whether or not foreseeable.

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.

5. **FORCE MAJEURE.** Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility, failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care. If, due to any such cause, SunGard is unable to provide to Subscriber a material part of the Recovery Services described in a Schedule and this inability continues for a period of more than 30 days, then the Monthly Fees for those Recovery Services for that period shall be waived and the term of that Schedule shall be extended by an equal period. If this inability continues for more than five days after Subscriber has declared a Disaster, then Subscriber may terminate that Schedule, without penalty, by giving written notice of termination to SunGard at any time before the inability ends.
6. **TERMINATION FOR CAUSE.** If either party breaches any of its obligations under this Agreement in any material respect and the breach is not substantially cured within the cure period specified below, then the other party may terminate this Agreement or any Schedule(s), without penalty, by giving written notice to the breaching party at any time before the breach is substantially cured. With respect to a breach of SunGard's obligation to provide the Recovery Services to Subscriber during a Disaster, the cure period shall be five days. With respect to Subscriber's payment obligations, the cure period shall be ten days after receipt of SunGard's written notice of non-payment. With respect to all other obligations under this Agreement, the cure period shall be 30 days after receipt of written notice describing the breach, provided that, if a longer period is reasonably required to cure the breach and the cure is promptly begun, such cure period shall be extended for as long as the cure is being diligently prosecuted to completion.
7. **NOTICE.** All notices, consents and other communications under this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the third business day after being sent by first class mail. Any notice may be given by facsimile, and Disaster declaration notice may be given orally, provided that, in either case, a signed written confirmation is received within 24 hours thereafter. Subscriber's address for notice is stated in each Schedule. SunGard's address for notice is 680 East Swedesford Road, Wayne, Pennsylvania 19087, Attention: Contract Administration.
8. **ENTIRE UNDERSTANDING.** This Agreement (which includes and incorporates all Schedules and Addenda to this Agreement) states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.
9. **PARTIES IN INTEREST.** Neither party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party which will not be unreasonably withheld. This Agreement shall bind, benefit and be enforceable by and against both parties and their respective successors and consented-to assigns. No third party shall be considered a beneficiary of this Agreement or entitled to any rights under this Agreement.
10. **CONSTRUCTION. THIS AGREEMENT SHALL BE GOVERNED BY SUBSTANTIVE PENNSYLVANIA LAW.** This choice of governing law shall not be considered determinative of the jurisdiction or venue of any action between the parties. In any action relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and court costs from the other party. Further, each party hereby waives its right to a trial by jury. A determination that any term of this Agreement is invalid or unenforceable shall not affect the other terms of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. The relationship between the parties created by this Agreement is that of independent contractors, and not partners, joint venturers or agents. Sections D3, D4 and D10 shall survive any termination of this Agreement.

**ADDENDUM TO
RECOVERY SERVICES AGREEMENT DATED 2/5/1998**

Page 1 of 1

The Recovery Services Agreement, having the above date, between SunGard Recovery Services LP ("SunGard") and the Subscriber named below ("Agreement") is amended effective February 1, 2003, as follows:

Section A4, Comprehensive Recovery Support is amended by adding the following to the end of the section:

"SunGard will provide up to two (2) tape mounters to assist Subscriber in loading data in support of Subscriber's Test objectives at the designated recovery center. Subscriber will be charged \$25 per hour for each tape mounter provided to Subscriber to facilitate the scheduled Test exercise. Subscriber acknowledges that in the event Subscriber elects to utilize SunGard provided tape mounters for a scheduled Test, that Subscriber will notify SunGard of this requirement at least three (3) weeks prior to its scheduled Test date."

By the signatures of their duly authorized representatives below, SunGard and Subscriber, intending to be legally bound, agree to all of the provisions of this Addendum and ratify the terms of the Agreement.

SUNGARD RECOVERY SERVICES LP

SUBSCRIBER: COLONIAL SAVINGS, F.A.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____, 20____

DATE SIGNED: _____, 20____

THE TERMS OF THIS ADDENDUM ARE CONFIDENTIAL.

Hotsite Testing Services

Submitted by: John Matthews/(714) 889-8936

For: Roger Long, C.P.M.
Purchasing and Contract Services

SUNGARD AVAILABILITY SERVICES

7755 Center Avenue, Suite 1200
Huntington Beach, CA 92647

COUNTY OF LOS ANGELES

1100 North Eastern Avenue
Los Angeles, CA 90063

January 22, 2004

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Hotsite Testing Services

Scope of Service

Los Angeles County (LAC) has a requirement for services designed to address the coordination of testing and disaster activities at any SunGard Recovery facility. These testing services will be conducted to support the testing and disaster activities scheduled by LAC as part of their hot-site contract.

In response to this requirement, SunGard proposes to perform Hotsite Testing Services by conducting planning sessions, gathering information, presenting recommendations, enhancing documentation, and performing testing activities for the client. The scope of the proposed services includes the following:

Hotsite Testing Services Scope			
Scope	Description	# and Type of Servers ATOD	# and Type of Servers ATOT
Computer Environment:	Mainframe CPU with 300 mips for testing & 700 mips for recovery, capable of running z/os with Crypto processing capability.	N/A	N/A
Number of Tests Per Year:	One		
Hours Per Test:	96 contiguous hours		
Term(s):	36 months		

Purpose

The Hotsite Testing Service is designed to minimize the time and effort required by LAC's technical staff in participating in periodic hotsite tests. By providing SunGard's project management and technical expertise to perform the tests, LAC's resources will be available to address day-to-day matters.

The objectives of the Hotsite Testing Service are to:

- Provide a cost-effective approach to testing by providing a team skilled in the coordination of hotsite tests, who will review LAC's recovery strategies and facilitate test planning sessions to ensure that test objectives are consistent with these strategies
- Provide technical expertise to review detailed procedures for the operating system and applications/data restoration using full volume (mainframe) restores for the one LPAR subscribed to.
- Perform operating system and applications/data restoration functions at the hotsite during tests.

- Provide tape review and audit procedures
- Provide Network initialization procedures

Benefits

An effective, successful testing strategy is key to a quality Business Recovery Program. Through testing, organizations are improving their chances of recovering from a serious service interruption or disaster.

The primary benefits of the Hotsite Testing Services are:

- Effective use of client resources by transferring responsibility of coordinating and executing tests to skilled recovery practitioners
- Improvement of the recovery timeline by having technical staff readily available to activate recovery operations at the hotsite
- Knowledge transfer of recovery best practices and techniques to enhance the client's overall recovery program
- Reduced errors by having trained and knowledgeable personnel
- Client flexibility to test remotely

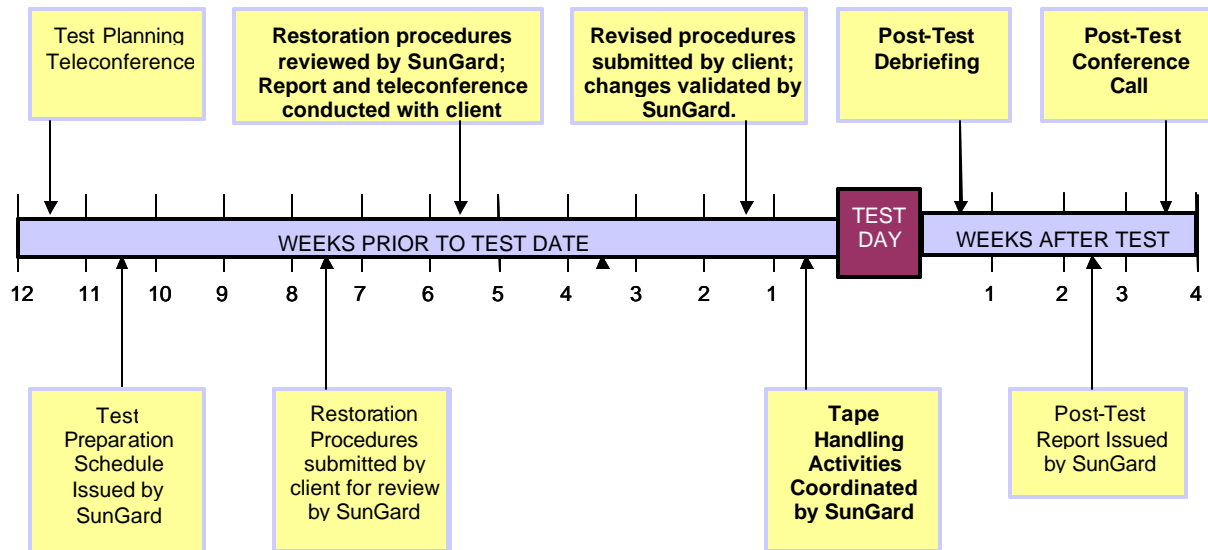
Approach

SunGard's proprietary project management approach will be used to implement Testing Services. The following chart is provided to illustrate some of the key testing activities. As the chart illustrates, a detailed project schedule will be developed early in the project, describing individual tasks, responsibilities, and scheduled dates.

Project Planning Session (On-site)

SunGard will conduct a one-day initial project planning session at LAC's location to discuss the objectives of the overall testing engagement, as well as timeframes. Project activities will be reviewed, including identification of documentation (such as technical restoration procedures) for analysis. Following this session, a detailed project schedule will be issued describing individual tasks, responsibilities and scheduled dates.

SunGard Technical Services Testing Services Timeline



SunGard will assign a Project Engineer to coordinate activities documented in this Statement of Work. This Project Engineer will also work with the SunGard Recovery Test Coordinator on activities leading to the test.

Pre-Test Activities

Throughout the testing services timeline, the Project Engineer will work with LAC's Disaster Recovery Coordinator and SunGard Recovery Services personnel to ensure that all milestones noted in the Test Plan are being met. Subsequent pre-test planning activities will be initiated via teleconference approximately twelve (12) weeks prior to each test.¹

System Restoration Process Review

As part of the Technical Services timeline, eight (8) weeks prior to each test LAC will provide SunGard with developed procedures for the restoration of LAC's operating system environment. SunGard's Technical Specialists will review the restoration procedures, provide a written process review report, post-test report and conduct a post-review brainstorming session (teleconference) to review SunGard's recommendations and LAC's timeframe to implement recommendations.

¹ Based upon a test schedule of one or two tests per year. If the frequency of annual tests is more than twice a year, pre-test planning activities will occur at an appropriate timeframe determined during the first project planning session.

Network Initialization Review:

SunGard technical staff will review existing network restoration procedures and processes used for recovery. SunGard will identify and suggest enhancements to the existing procedures and processes during technical sessions conducted via teleconference.

Pretest Confirmation

Prior to the hotsite exercise, SunGard will initialize the network environment to be used by LAC during their scheduled test. After completion of this network pretest, SunGard will deliver the router configurations used during the pretest, and any supporting documentation to <Short Name> and discuss any outstanding networking issues.

Note: It is the responsibility of LAC to implement recommended changes and submit to SunGard the revised procedures, at least two weeks prior to the scheduled hotsite test.

Test Execution

Based upon the scope of this Statement of Work, Technical Specialists will be assigned to support the restoration of the LAC's system environment at the SunGard Recovery facility. LAC will provide access to technical support, if necessary. The technical specialist will execute LAC's recovery procedures to restore:

Full System Restore; which includes the operating system, configuration files, applications, and data as established by LAC in the execution of the backup software. (i.e., Veritas Netbackup, Tivoli Storage Manager, Omniback, ARCserve)

LAC is responsible for the execution of incremental / differential restores as well as any application or database maintenance (applying transaction logs, journals etc.).

Tape Review & Audit Procedures; SunGard will conduct a backup tape review session via teleconference with LAC to identify what backup media are required to successfully accomplish the objectives of the upcoming hotsite test. In addition, SunGard will coordinate with LAC on logistics to deliver the tapes to SunGard prior to the test. Once received, SunGard will unpack and verify that all tapes are present (based on tape inventory lists supplied by the client). As part of the verification process, SunGard will coordinate with LAC and or their off-site tape storage vendor to resolve any issues that was uncovered in the verification process. During the hotsite test, SunGard will ensure staff support for tape mounting. Immediately following the test, SunGard will arrange for packaging the backup tapes and shipping them back to the LAC location. All activities related to the Tape Review & Audit process will be documented as part of the Post Test Report.

Network Initialization

During regularly scheduled tests, SunGard technical staff will execute the network initialization procedures used during the pre-test confirmation to configure and activate the network hardware for recovery. Once network recovery is complete, SunGard will turn the network environment over to LAC for continued testing.

The overall result of network initiation service is a fully executed procedure to re-establish connectivity to restored systems. Following the test, SunGard will make enhancements to the network activation documentation, if necessary.

Note: It is SunGard's goal to minimize the on-site involvement of LAC's technical staff in the restoration of the operating system environment at the hot site. Our experience however, suggests that an effective knowledge transfer process requires LAC's technical staff to be present during initial test activities. Upon completion of the knowledge transfer, LAC's technical staff would not be required to be on-site for subsequent tests.

Post-Test Activities

SunGard will issue a Post-Test Report detailing the test's accomplishments, as well as recommended changes, which will enhance future testing activities. A post-test teleconference will be conducted to review the report.

Testing Services Deliverables

It is SunGard's intent to *proactively* identify, schedule, document and monitor activities required to successfully build and maintain the LAC hot site testing program. In support of this goal, SunGard's Project Engineer has overall project management responsibility for the proposed services.

The primary value SunGard adds to this project is *expertise* – through access to a focused and committed team of knowledgeable disaster recovery planners and technical specialists augmenting the LAC staff. In addition to expertise, SunGard will develop the specific deliverables described in the sections below.

Project Initiation Activities

Following contract acceptance, SunGard Planning Solutions' Project Engineer will make contact with LAC's disaster recovery coordinator and distribute an introductory packet including an overview of Technical Services and a project schedule to be reviewed during the on-site project planning session.

Test Preparation Schedule

SunGard's Project Engineer will develop a Test Preparation Schedule identifying activities and milestones leading up to LAC's hot site test. Typically, activities begin twelve weeks prior to the scheduled test. This schedule will be reviewed and dates accepted by the client. Throughout the period leading up to the test, the schedule will be updated, presenting the current status of preparatory activities.

Restoration Process Review/Analysis

SunGard will provide the technical expertise to facilitate the enhancement of technical procedures for system restoration for the platforms identified in the Scope listed within this statement of work.

Recommendations to enhance existing methodologies, processes and procedures will be documented by SunGard and distributed to LAC.

SunGard will conduct a teleconference to review the report with LAC's technical staff to discuss restoration methodologies, processes and procedures used to restore its operating system(s) at the designated recovery facility.

Tape Handling

SunGard will coordinate with LAC on logistics to deliver the tapes to SunGard prior to the test. Once received, SunGard will unpack and rack all tapes in preparation for the test. SunGard will provide one dedicated resource for tape mounting through full system restore and will be available during the entire 96 hour testing period for additional tape activities. Additionally, SunGard will pack and ship all tapes after the test is completed.

System Restoration Activation

During regularly scheduled testing exercises, SunGard's technical staff will review and execute existing system restoration and activation procedures used for hot site recovery.

SunGard will restore LAC's system environment from the latest set of backup tapes using LAC's restoration procedures to the point that LAC's system administrators can access, test and customize the environment.

Note: LAC is responsible for activating database programs, applications, and providing access to application users.

Post-Test Report

Following the hot site test, SunGard will issue a Post-Test Report noting the following:

- Test Objectives & Accomplishments
- Findings
- Test Chronology (notes, logs etc)
- Open issues
- Recommendations for subsequent tests, with list of unresolved open items.

A teleconference will be conducted with LAC to review overall accomplishments and issues identified in the Post-Test Report.

SunGard Responsibilities

A SunGard Project Engineer will be designated as the focal point for delivery of the services described herein and for interacting with all SunGard personnel involved in the project. In addition, SunGard will commit the necessary resources to assist LAC in successfully testing at the hot site. The SunGard team will consist of the Project Engineer, along with the necessary amount of Technical Specialists as required to fulfill the agreed upon scheduled commitments. In addition to the personnel actively working the proposed activities, a SunGard account management team will provide problem escalation and quality oversight functions.

LAC Responsibilities

In SunGard's experience, the overall success of this project will also depend upon several key factors that must remain the responsibility of LAC. LAC will be responsible for:

- Providing reasonable and timely access to and participation of LAC personnel during test preparation activities, in accordance with the schedule mutually agreed upon during initial project planning.
- Implementing recommended changes to restoration processes and procedures identified by SunGard.
- Providing a LAC single point of contact (Project Coordinator) that will work with the SunGard project team with coordinating, scheduling and logistical support. The duties of the Project Coordinator will include:
 - Scheduling hotsite testing dates
 - Coordinating the services of and interviews and meetings with LAC technical personnel well in advance of hotsite tests
 - Distributing and following up on all deliverables.